

# ***EXHIBIT A***

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF NEW YORK

-----X Index No.  
PHILADELPHIA INDEMNITY INSURANCE  
COMPANY as subrogee of ASSOCIATED BLIND  
HOUSING DEVELOPMENT, INC.,

SUMMONS

Plaintiff,

-against-

HAMILTON BEACH BRANDS, INC.,

Defendant.  
-----X

TO THE ABOVE NAMED DEFENDANT:

YOU ARE HEREBY SUMMONED to answer the Complaint in this action and to serve a copy of your Answer, or, if the Complaint is not served with this Summons, to serve a notice of appearance, on Plaintiff's attorney(s) within 20 days of the service of this Summons, exclusive of the day of service (or within thirty (30) days after service is complete if this Summons is not personally delivered to you within the State of New York); and in case of your failure to appear or answer, judgment will be taken against you by default of the relief demanded in the Complaint.

Dated: New York, New York  
April 24, 2015

ROSNER NOCERA & RAGONE, LLP

By: \_\_\_\_\_  
Raphael I. Ruttenberg  
Eliot L. Greenberg  
Attorneys for Plaintiff  
61 Broadway, Suite 1900  
New York, New York 10006  
(212) 635-2244

Defendant's Address:  
Hamilton Beach Brands, Inc.  
c/o Corporation Service Company  
80 State Street  
Albany, New York 12207-2543

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF NEW YORK

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PHILADELPHIA INDEMNITY INSURANCE  
COMPANY as subrogee of ASSOCIATED BLIND  
HOUSING DEVELOPMENT, INC.,

Index No.

COMPLAINT

Plaintiff,

-against-

HAMILTON BEACH BRANDS, INC.,

Defendant.  
-----X

Plaintiff Philadelphia Insurance Company, as subrogee of Associated Blind Housing Development, Inc., by and through its attorneys, Rosner Nocera & Ragone, LLP, as and for its Complaint against defendant Hamilton Beach Brands, Inc., alleges, upon information and belief, as follows:

1. At all times hereinafter mentioned, plaintiff Philadelphia Indemnity Insurance Company (hereinafter "Philadelphia") was and still is a foreign corporation organized and existing under and by virtue of the laws of the State of Pennsylvania, and was duly authorized to transact the business of insurance in the State of New York. Plaintiff maintains its offices for the transaction of business at 1 Bala Plaza, Bala Cynwyrd, Pennsylvania 19004.

2. At all times hereinafter mentioned, defendant Hamilton Beach Brands, Inc. (hereinafter "Hamilton Beach") was and still is a foreign corporation duly authorized to do business in the State of New York.

3. At all times hereinafter mentioned, plaintiff's subrogor, Associated Blind Housing Development, Inc. (hereinafter "Associated Blind"), was and still is a domestic not-for-profit corporation maintaining a place of business at 4 Executive Boulevard, Suite 100, Suffern, NY 10901-4176.

4. At all times relevant hereto, defendant Hamilton Beach was engaged in the business of designing, manufacturing, marketing, advertising, distributing, selling, repairing and maintaining appliances, including, but not limited to, toaster ovens.

5. On or about January 30, 2014, an apartment within the premises owned by Associated Blind and located at 4 Executive Boulevard, Suite 100, Suffern, NY 10901-4176 (the "Insured Premises"), was the scene of the operation of the toaster oven (the "Toaster") at issue herein.

6. At all times relevant hereto, the Toaster was designed, manufactured and/or distributed and/or placed into the stream of commerce by defendant Hamilton Beach.

7. On or about January 30, 2014, the Insured Premises were severely damaged by smoke and fire which originated in the Toaster (hereinafter the "Fire").

8. As a result of the Fire, plaintiff's subrogor, Associated Blind, sustained a loss under a policy of insurance issued by plaintiff, Philadelphia.

9. Pursuant to a policy of insurance then in force and effect, and prior to the commencement of this action, plaintiff Philadelphia reimbursed its subrogor Associated Blind for the above loss, and thereby became subrogated, to the extent of its payment, to all of Associated Blind's rights, remedies and causes of action as a result of the loss, including those claims asserted against the defendant herein.

10. Hamilton Beach owed plaintiff's subrogor a duty of care to design, manufacture, assemble, distribute, market, sell, service, repair and/or supply the Toaster in a condition safe for its intended and reasonably foreseeable use.

11. Hamilton Beach negligently, carelessly, and/or recklessly breached its duty of care to the plaintiff's subrogor, including, without limitation, in one or more of the following ways:

(a) designing, manufacturing, and assembling a defective Toaster that Hamilton Beach knew, or reasonably should have known, subjected the property of the subrogor to an unreasonable risk of harm;

(b) marketing, selling, distributing, and/or supplying a dangerously defective Toaster that Hamilton Beach knew or reasonably should have known subjected the property of plaintiff's subrogor to an unreasonable risk of harm;

(c) failing to design, manufacture, and or supply a Toaster that was safe for all reasonably foreseeable uses;

(d) selling and/or distributing a Toaster that Hamilton Beach knew, or reasonably should have known, subjected the property of plaintiff's subrogor to an unreasonable risk of smoke and fire;

(e) failing to provide adequate warnings and instructions regarding the risk of fire resulting in damage to real and personal property;

(f) failing to comply with applicable local, state, and federal statutes, codes, regulations and generally recognized safety practices and standards;

(g) failing to test and/or inspect the subject Toaster to determine whether the Toaster could be used without posing a risk of injury to life and/or property;

(h) failing to meet the standard of care required by a reasonable manufacturer, distributor, and/or designer in the manufacture, sale, and distribution of the subject Toaster;

(i) failing to analyze prior incidents and injuries as well as prediction of future incidents through the use of hazard/risk analysis; and

(j) designing, manufacturing, assembling, and selling a Toaster that malfunctioned, causing the Fire.

(k) repairing, servicing and/or otherwise maintaining the Toaster in a manner that Hamilton Beach knew or should have known subjected to the property of plaintiff subrogor to an unreasonable risk of harm, smoke and/or fire damage.

12. As a direct and proximate result of the negligent acts and/or omissions of Hamilton Beach, the plaintiff's subrogor sustained substantial damage to their real property and personal property, extra expenses, economic losses, and incidental and consequential damages in an aggregate amount in excess of \$25,000.00 plus appropriate interest thereon.

WHEREFORE, plaintiff Philadelphia Insurance Company, as subrogee of Associated Blind Housing Development, Inc., demands judgment against defendant Hamilton Beach Brands, Inc. in the sum of \$25,000.00 together with its costs and disbursements of this action.

Dated: New York, New York  
April 24, 2015

ROSNER NOCERA & RAGONE, LLP

By: \_\_\_\_\_

Raphael I. Ruttenberg

Eliot L. Greenberg

Attorneys for Plaintiff

61 Broadway, Suite 1900

New York, New York 10006

(212) 635-2244

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF NEW YORK

Index No.:

PHILADELPHIA INDEMNITY INSURANCE  
COMPANY as subrogee of ASSOCIATED BLIND  
HOUSING DEVELOPMENT, INC.,

Plaintiff,

- against -

HAMILTON BEACH BRANDS. INC.,

Defendants.

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SUMMONS AND COMPLAINT

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ROSNER NOCERA & RAGONE, LLP

Attorneys at Law

61 Broadway, Suite 1900

New York, NY 10006

T: (212) 635-2244

F: (212) 635-0533

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To: Service of a copy of within  
is hereby admitted.  
Dated: \_\_\_\_\_, 2015

Attorneys for

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Pursuant to 22 NYCRR 130-1.1, the undersigned attorney admitted to practice in the courts of the State of New York, certifies that, upon information and belief and reasonable inquiry, the contentions contained in the annexed document are not frivolous.

Dated: New York, New York \_\_\_\_\_

, Esq.

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PLEASE TAKE NOTICE:

\_\_\_\_\_: Notice of Entry

That the within is a (certified) true copy of a \_\_\_\_\_ duly entered in the office of the clerk of the within named court on \_\_\_\_\_

\_\_\_\_\_: Notice of Settlement

That an order \_\_\_\_\_ of which the within is a true copy will be presented for settlement to the Hon. \_\_\_\_\_ one of the judges of the within named Court, at \_\_\_\_\_ on \_\_\_\_\_, 2015 at \_\_\_\_\_ o' clock.

Dated: \_\_\_\_\_  
New York, New York

Yours, etc.,  
ROSNER NOCERA & RAGONE, LLP  
ATTORNEYS AT LAW



COUNTY OF NEW YORK

Plaintiff,

# AFFIDAVIT OF SERVICE

Defendant,

ISS.

  
MARIA SCHMITZ

John M. Graham

JOAN M. GRAHAM  
Notary Public - State of New York  
No. 01GR6096867  
Qualified in Saratoga County  
Commission Expires August 11, 2015

State of New York - Department of State  
Receipt for Service

Receipt #: 201505150051

Cash #: 201505150020

Date of Service: 05/06/2015

Fee Paid: \$40 - DRAWDOWN

Service Company: 14 GERALD WEINBERG, INC. - 14

Service was directed to be made pursuant to: SECTION 306 OF THE BUSINESS  
CORPORATION LAW

Party Served: HAMILTON BEACH BRANDS, INC.

Plaintiff/Petitioner:

PHILADELPHIA INDEMNITY INSURANCE COMPANY

Service of Process Address:

C/O CORPORATION SERVICE COMPANY

80 STATE STREET

ALBANY, NY 12207-2543

Secretary of State  
By SUE ZOUKY